

And so too real estate in the hands of an infant heir or devisee may, in various other modes of judicial proceeding be converted

the consent of the complainant, to direct a sale of mortgaged land on credit, (1785, ch. 72, s. 3;) although it appears to him probable, that an immediate sale on short credit may be more advantageous to both parties than a sale for ready money after a considerable lapse of time.

It is therefore further *Decreed and Provided*, that in case the complainant and defendant shall each subscribe a writing expressing his consent to the sale of the aforesaid lands on a credit of six months, the said trustee, after filing his bond and giving notice as aforesaid, may proceed with all diligence to a sale of the lands, either in one lot or parcels as aforesaid, at public auction, on the terms of the purchaser's giving bond to the said trustee, as such, for paying the purchase money with interest, within six months from the time of sale. And if a sale on credit shall take place agreeably to the directions of the decree, the trustee shall, in every respect, pursue the directions herein before given relative to the return execution of a deed, and bringing money into court. He shall likewise return to this court the bond or bonds by him taken, and the writing expressing the consent of the parties to the sale on credit.

Immediately after signing the above as the decree, the following was subjoined:

17th January, 1798.—HANSON, *Chancellor*.—It appears on examination, that a mistake hath been made with respect to the debt to be due on the 10th of February next. However, the mistake could not be material, unless the defendant should actually bring the money into court on the said day without any discovery of the mistake. For in case the defendant shall not offer to bring in on that day, it appears by the decree, that the sum to be raised by a sale is £777 19s. 2d., with interest from the 9th of May, 1793, after deducting £274 9s. 0d., as paid 30th of April, 1794. The sum to be due on the 10th of February next, is £706 19s. 5d.

After which a sale of the mortgaged property having been made and reported; and the usual order allowing cause to be shewn why it should not be confirmed having been published, the case was again submitted.

27th March, 1800.—HANSON, *Chancellor*.—No objection having been made to the sale of the trustee Lambert Hyland, although notice, &c.; and the complainant having by writing expressed his approbation; it is *Adjudged and Ordered*, that the said sale made by the said trustee, as stated in his report, be and it is hereby absolutely ratified and confirmed.

It is further *Ordered*, that the said trustee for his whole trouble and expense, incurred in the execution of his trust, be allowed the sum of thirty pounds, out of the money to arise from the sale; that the sum of £20 12s. 1½d., be applied to the discharge of costs as taxed by the register of the court; that the residue of the said money be paid to the complainant Thomas Jones, towards the discharge of the debt to him due on the mortgage stated in the bill. But as the complainant is the purchaser of the land sold, and passed his bond for the purchase money, there is no necessity for the money to be actually paid. And it is *Ordered*, that on his giving his receipt in writing to be here lodged, for the said residue, and on paying to the said trustee the said sum of thirty pounds, the said bond shall be given up to him to be cancelled, and the said trustee shall execute to him a deed, as by the original decree is directed.—M. S.